

B210A (Form 210A)(12/09)

UNITED STATES BANKRUPTCY COURT
District of New Jersey

In re Enrico Bencivenga, aka Harry Bencivenga

Case No. 17-14487-SLM

TRANSFER OF CLAIM SERVICING

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee Servicer hereby gives evidence and notice of the transfer of servicing for the claim referenced in this notice.

Selene Finance LP

Name of Transferee Servicer

Nationstar Mortgage, LLC

Name of Transferor Servicer

Name and Address where notices to transferee should be sent:

Selene Finance LP
9990 Richmond Avenue
Suite 400S
Houston, Texas 77042

Creditor: US Bank National Association, not in its individual capacity but solely as Trustee on behalf of OWS REMIC Trust 2015-1

Court Claim # (if known): 1

Amount of Claim: \$ 227,714.36

Date Claim Filed: June 1, 2017

Phone: _____

Last Four Digits of Acct #: 9934

Phone: _____

Last Four Digits of Acct #: 6145

Name and Address where transferee payments Should be sent (if Different from above):

Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: _____

Transferee/Transferee's Servicer's Agent

Charles G. Wohlrab

Date: 2-7-18

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

SLE 17-018806

Shapiro & DeNardo, LLC

14000 Commerce Parkway, Suite B

Mount Laurel, NJ 08054

(856)793-3080

Chandra M. Arkema - 029552006

Krystin M. Alex - 171402015

Katherine Knowlton Lopez - 013502011

Kathleen M. Magoon - 040682010

Donna L. Skilton - 013072007

Charles G. Wohlrab - 016592012

Rebecca Cirrinicione - 031212012

Courtney A. Martin - 098782016

Jeffrey Rappaport - 003431991

ATTORNEYS FOR US BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL
CAPACITY BUT SOLELY AS TRUSTEE ON BEHALF OF OWS REMIC TRUST 2015-1

IN RE:

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

ENRICO BENCIVENGA, AKA HARRY
BENCIVENGA, DEBTOR

CASE NO.: 17-14487-SLM
CHAPTER: 13

CERTIFICATION OF SERVICE

I, MAURA WHITE

1.

☐ represent the _____ in the above-captioned matter.

☒ am the secretary/paralegal for Charles G. Wohlrab, Esquire who represents the
Secured Creditor in the above-captioned matter.

☐ am the _____ in the above case and am representing myself.

2. On 2/7/18, I sent a copy of the following pleadings and/or documents to the parties listed
in the chart below:

Notice of Application to Confirm No Automatic Stay in Effect as to Certain Real Property,
Certification in Support of Application to Confirm No Automatic Stay,
Proposed Order
Certification of Service

3. I hereby certify under penalty of perjury that the above documents were sent using the mode of
service indicated.

Signature

Dated: 2/7/18

Maura White
MAURA WHITE

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
Stephen B. McNally McNally & Busche, L.L.C. 93 Main Street Suite 201 Newton, NJ 07860		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular Mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input checked="" type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court*)
Marie-Ann Greenberg 30 Two Bridges Road Suite 330 Fairfield, NJ 07004		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular Mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input checked="" type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court*)
Enrico Bencivenga, aka Harry Bencivenga 124 Overlook Road Newton, NJ 07860		<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular Mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court*)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular Mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court*)

* May account for service by fax or other means as authorized by the court through the issuance of an Order Shortening Time.

Selene Finance LP
9990 Richmond Avenue
Suite 400 South
Houston, TX 77042

Document Page 4 of 14

SELENE[®]
FINANCE

Temp-Return Service Requested

ENRICO BENCIVENGA
SUSAN JAQUES
124 OVERLOOK RD
NEWTON, NJ 07860-9772


SELENE[®]
FINANCE


 9990 Richmond Avenue
Suite 400 South
Houston, TX 77042
Telephone (877) 735-3637
www.selenefinance.com

 Hours of Operation (CT)
Monday - Thursday: 8 a.m. - 9 p.m.
Friday: 8 a.m. - 5 p.m.

SERVICING TRANSFER INFORMATION

08/10/2017

 ENRICO BENCIVENGA
SUSAN JAQUES
124 OVERLOOK RD
NEWTON, NJ 07860

 Selene Finance Loan #: 
Current UPB: \$133,245.33
Mortgagor(s): ENRICO BENCIVENGA
SUSAN JAQUES
Property: 5 ROSE TRL
ANDOVER, NJ 07821

Dear Mortgagor (s):

Welcome to Selene Finance LP ("Selene"). The servicing of your mortgage loan is transferring from Nationstar Mortgage LLC to Selene. Please review the following important information regarding your loan payments.

Effective 08/01/2017, please begin sending your mortgage payments to Selene using one of the options below.

Payment Options:	Mail Selene Finance LP Attention: Cashiering Department P. O. Box 71243 Philadelphia, PA 19176-6243	Phone Loan Resolution Department (877) 768-3759
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Please contact your insurance agent to ensure that Selene receives proof that your property is insured with a Hazard Policy and for Flood and Windstorm, where applicable. Please take the necessary steps to have all future bills and proof of insurance forwarded to the addresses below:

Insurance Department Selene Finance LP P. O. Box 461470 San Antonio, TX 78246 Tel: (866) 318-1084 Fax: (866) 816-6837	Property Taxes Selene Finance LP #11740 P. O. Box 9217 Coppell, TX 75019
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Selene will send you a Billing Statement each month; however, if you do not receive the statement before your 02/01/2011 payment is due, please send your payment with one of the Temporary Coupons enclosed.

If more than one loan is transferring to Selene, this letter refers only to loan number 939934. Selene will send you a Welcome Letter and Temporary Coupons for each loan. When making payments, please send the correct amount for each loan and include the payment coupon(s) with your remittance.

If your previous servicer automatically drafted payments from your checking or savings account, this service is not transferable. Enclosed is an automatic drafting authorization form, which will allow you to establish an ACH draft with Selene. Please return the completed form to Selene Finance LP, Attention: Cashiering Department, P. O. Box 422039, Houston, TX 77242-4239. Please send payments by check or money order until Selene notifies you in writing that the automatic draft process is complete.

By January 31 of each year, Selene will provide an Annual Tax and Interest Statement for your IRS reporting for the portion of the previous year that Selene serviced your loan.

If your loan is currently escrowed for taxes and/or insurance, Selene is required by law to analyze your loan. Selene will notify you in writing if your payment amount changes.

Premiums for mortgage life, accidental death, or disability insurance will not be transferred from your previous servicer. You may contact your carrier for arrangements to maintain your coverage through direct billing. Please contact your previous servicer if you are unsure of your carrier's name.

NOTICE REGARDING REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA): Please review the attached Notice of Assignment, Sale or Transfer of Servicing Rights. This is the official notification required by law from the transferee, Selene Finance LP. That notice also includes important information about your consumer rights under federal and state law.

NOTICE REGARDING FAIR AND ACCURATE CREDIT TRANSACTIONS ACT OF 2003 (FACTA): Selene may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Partial Payment Policy - Your lender may hold partial payments in a separate account until you pay the remainder of the payment, and then apply the full payment to your loan. If this loan is sold, your new lender may have a different policy.

Should you have questions, please contact Selene's Customer Service Department at (877) 735-3637 during the hours indicated above or visit our website at www.selenefinance.com. Any written correspondence should be sent to Selene Finance LP, Attention Customer Service Department, P. O. Box 422039, Houston, TX 77242-4239. You may also contact Nationstar Mortgage LLC at 1-888-480-2432, Monday - Thursday, 8am - 8pm, Friday, 8am-6pm, Saturday 8am-2pm CST.

Sincerely,

Selene Finance LP

Enclosure: Notice of Assignment, Sale, or Transfer of Servicing Rights; Notice of your Financial Privacy Rights; Authorization Agreement for Pre-Authorized Payments; Temporary Coupon

Selene Finance LP is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Please note that if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally.

For Servicemembers and their Dependents: The Federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including, under most circumstances, a prohibition on foreclosure during and twelve months after the servicemember's active duty service. Selene will not foreclose on the property of a servicemember or his or her dependent during that time, except pursuant to a court order. You also may be entitled to other protections under these laws, including interest rate and fee relief. Please contact us to learn more about your rights.

NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold, or transferred from Nationstar Mortgage LLC to Selene Finance LP, effective 08/01/2017.

The assignment, sale, or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, federal law requires that your present servicer send you this notice at least 15 days before the effective date of transfer or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing.

Your previous servicer was Nationstar Mortgage LLC. The business address for your previous servicer is 8950 Cypress Waters Blvd, Coppell, Texas, 75019. If you have any questions relating to the transfer of servicing from your previous servicer, call Nationstar Mortgage LLC at 1-888-480-2432, Monday - Thursday, 8am - 8pm, Friday, 8am-6pm, Saturday 8am-2pm CST. This is a toll-free number.

Your new servicer is Selene Finance LP. The business address for your new servicer is 9990 Richmond Avenue, Suite 400 South, Houston, TX 77042. The toll-free telephone number for your new servicer is (877) 735-3637. If you have any questions relating to the transfer of servicing to your new servicer call Selene Finance LP Customer Service Department toll-free at (877) 735-3637 Monday through Thursday from 8 a.m. to 9 p.m. and Friday from 8 a.m. to 5 p.m. CT.

The date that your previous servicer will stop accepting payments from you is 07/31/2017. The date that your new servicer will start accepting payments from you is 08/01/2017. Send all payments due on or after that date to your new servicer.

The transfer of servicing rights may affect the terms of or the continued availability of mortgage life or disability insurance or any other type of optional insurance in the following manner: premiums for mortgage life, accidental death, or disability insurance will not be transferred from your previous servicer. You may contact your carrier for arrangements to maintain your coverage by direct billing. Please contact your previous servicer if you are unsure of your carrier's name.

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 USC 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 USC 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 5 business days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name, account number, and reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to Selene Finance LP, Attention Customer Service Department, P. O. Box 422039, Houston, TX 77242-4239.

Not later than 30 business days after receiving your request, your servicer must make any appropriate corrections to your account and must provide you with a written clarification regarding any dispute. During this 60-business-day period after receiving your request relating to a dispute regarding your payments, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A business day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

Selene Finance LP
08/10/2017

SELENE FINANCE LP
PREAUTHORIZED AUTOMATIC CLEARING HOUSE (ACH)
DEBITS AGREEMENT (DIRECT WITHDRAWAL)

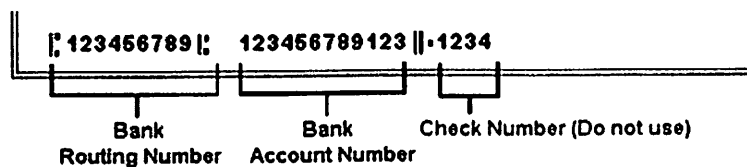
Mortgagor Name	Co-Mortgagor Name
Property Address	Phone
City, State, Zip	Selene Account # [REDACTED]

The undersigned hereby authorizes Selene Finance LP ("Selene") to initiate electronic transfers from my (our) account indicated below, and from the financial institution named below (the "Bank"), to debit the same from such account. If funds are mistakenly taken from my (our) account, I (we) authorize Selene to initiate a corrective (credit) entry, and provide such to the Bank.

The name, address, account number and routing number of my (our) bank is:

Bank Name	Bank Routing (ABA #) *
Address	Account #
City, State, Zip	Type of Account <input type="checkbox"/> Checking <input type="checkbox"/> Savings

* How to identify routing/aba # and account number on checks or deposit slips (checking or savings):



I (we) wish to have my (our) monthly contractual payment withdrawn by using the following option - please check one (1) option:

- Please note that your account must be current on the day we receive this completed enrollment form in order to begin the program.
- Also for all options, if your draft day falls on a weekend or holiday the funds will be withdrawn on the next business day.

Payment Change

If the regular monthly contractual payment changes per your note, Selene will provide written notification at least twenty-five (25) days prior to each scheduled payment change.

☐ **Option A Single Monthly Contractual Payment** This option will draft and apply twelve (12) contractual payments each calendar year. Upon receipt of this form, the draft will begin the next calendar month.

Choose a calendar day below and a payment will be withdrawn the same day each month:

Check one (1): ☐ Due Date ☐ 4 days after due date ☐ 9 days after due date ☐ 14 days after due date
☐ Other _____ (but no later than 14 days after the due date) For example, if your due date is the 1st of the month and you choose 4 days after your due date, your payment will draft on the 5th of each month.

- To begin this option, this completed form must be received by Selene ten (10) days before your next payment is due.
- If the form is received after the ten (10) day period, you hereby authorize Selene to perform a One-Time Draft from your bank account. This One-Time Draft will occur on the same day of the month as your recurring ACH (chosen above) and will be for one full contractual monthly payment.
- Any electronic draft attempt by Selene that is not honored by your banking institution shall deem this ACH Debits Agreement null and void and your account may be removed from the ACH program.

☐ **Option B Bi-Weekly Payments** This option will draft an installment equal to half of your monthly contractual payment every fourteen (14) days. Note: ELOC Accounts are not eligible for this option.

- A total of twenty-six (26) installments will be applied as twelve (12) contractual payments and two (2) principal reductions each calendar year. The two (2) principal reductions are half of a contractual payment.
- To begin bi-weekly payments this completed form must be received ten (10) days before your payment due date. In addition to your account being current, it must be pre-paid by one full contractual monthly payment.
- The first installment will be drafted on the first Friday of the same month the ACH drafting begins.
- The first installment drafted will be held in the account's Suspense Account until the second installment is drafted. The full contractual payment will then be applied to your account the next business day.
- In a month that has three (3) installments drafted, the third (3rd) draft amount will be applied to reduce the principal balance of your account. This occurs in two (2) months each calendar year.
- Any electronic draft attempt by Selene that is not honored by your banking institution, shall deem this ACH Debits Agreement null and void and your account may be removed from the ACH program.

☐ **Additional Principal Payment** In addition to the monthly contractual payment due under my (our) account, I (we) wish to have additional funds taken with each contractual payment to be applied to PRINCIPAL. If YES, enter AMOUNT \$ _____. For Option B a principal payment will be divided into two (2) one-half payments and drafted along with each of your one-half contractual payments.

- This authority to perform electronic transfers is to remain in full force and effect until Selene has received written notification from me (or either of us) of its termination in time to afford Selene a reasonable opportunity to act on it, but in no event less than thirty (30) business days prior to the applicable draft date.
- Until such request is received by Selene, I (we) agree that Selene shall be fully protected in complying with the terms of this agreement. If your account should become delinquent in excess of thirty-one (31) days, your account may be removed from the ACH program and you will be required to cure any default and re-qualify for the ACH program.
- I (we) acknowledge that if I (we) enter into litigation with regard to an account secured by this property or file for protection under the US Bankruptcy Code, this agreement will immediately become null and void.

Signature(s) as they appear on the promissory note:

MORTGAGOR

Date

CO-MORTGAGOR

Date

Common Reasons for Rejection

- Account holder did not indicate a draft date on form.
- Account is not sufficiently pre-paid.
- Agreement is not executed and/or dated.
- Active bankruptcy case – drafting is not available on accounts in bankruptcy.
- Certain banks, such as BOA, Chase and Wells Fargo have multiple ABA/Routing numbers, therefore, Selene must have something from the Account holder's bank indicating the bank Routing/ABA Number, account number and the Account holder's name on the account.

Selene Finance LP
P.O. Box 422039
Houston, TX 77242-4239
Fax: (866) 926-5496
Attn: Customer Service

Selene Finance
Temporary Payment
Remittance Coupon

Selene Loan No.: [REDACTED]
Payment Amount: \$1,342.44
Due Date: 02/01/2011

ENRICO BENCIVENGA
SUSAN JAQUES
124 OVERLOOK RD
NEWTON, NJ 07860

Additional Principal:\$ _____

Escrow/Other/Fees:\$ _____

Total Enclosed:\$ _____

Send Payment to:
Selene Finance
P. O. Box 71243
Philadelphia, PA 19176-6243

Rev. December 2016

FACTS	WHAT DOES SELENE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ▪ Social Security number and income ▪ Account balances, mortgage rates and payments ▪ Payment history and credit scores
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Selene chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Selene share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing	<ul style="list-style-type: none"> • Fax the form below to 866-926-5496 • Send an email to customerservice@selenefinance.com, including your name and loan number • Mail the form below in the enclosed, self-addressed envelope <p>Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
Questions?	Call toll-free 877-735-3637 or send an email to customerservice@selenefinance.com .

Mail-In Form

Mark each type of sharing you want to limit:

- ☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
☐ Do not allow your affiliates to use my personal information to market to me.

Name		Use the enclosed self-addressed envelope or mail to: Selene Finance LP Attention: Privacy – Customer Service P.O. Box 422039 Houston, TX 77242-4239
Address		
City, State, Zip		
Account #		

Page 2

Who we are	
Who is providing this notice?	Selene Finance LP ("Selene")
What we do	
How does Selene protect my personal information?	To protect your personal information from unauthorized access and use, we employ security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also contractually require third parties doing business with us to comply with all privacy and security laws.
How does Selene collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • apply for a loan or give us your income information • provide employment information or give us your contact information • pay us by check <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include companies with a common corporate identity of Selene in their name such as Selene Ventures, LLC, Selene Ventures GP LLC, and Selene Holdings LLC; and other nonfinancial companies, such as AMC Insurance Agency of Texas, Inc., and SelecTitle, LLC.
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Selene does not share with non-affiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include mortgage lenders.</i>

Other Important Information

For California Residents Only - If you live in California, you will receive a different notice that reflects your rights under California and federal law.

For Vermont Residents Only - If you live in Vermont, we will not disclose information about your credit worthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures

Additional information concerning our privacy policies can be found at www.selenefinance.com or call (877) 735-3637.

For Texas Residents Only – For questions or complaints about this loan, contact Selene Finance LP at (877) 735-3637 or by mail at 9990 Richmond Ave., Suite 400 South, Houston, TX 77042. The lender is licensed and examined under Texas law by the Office of the Consumer Credit Commissioner (OCCC), a state agency. If a complaint or question cannot be resolved by contacting the lender, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: occc.texas.gov. E-mail: consumer.complaints@occc.texas.gov.